



JOSEPH P. RILEY, JR.
MAYOR

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

City of Charleston

South Carolina

Clerk of Council Department

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., August 18, 2014, at City Hall, 80 Broad Street, First Floor Conference Room. The agenda will be as follows:

AGENDA

Invocation – Chairman Alexander

Approval of Minutes: July 14, 2014

- a.) Approval to use Magnolia Plantation for the MOJA Festival Tribute Luncheon on October 4, 2014. There is a \$500 refundable deposit and no rental fee. (Magnolia Plantation, 3550 Ashley River Road)
- b.) Request authorization for Mayor to execute on behalf of the City the documents necessary for the City to become an accommodation party to a mortgage to be placed on 135 Meeting Street, the site of the Gibbes Museum of Art, by the Carolina Art Association of South Carolina. In no way shall the City be obligated to repay or assume any debt secured by any lien of 135 Meeting Street (TMS# 457-08-04-004) [Ordinance]
- c.) Consider the following annexations:
 - i.) 1714 Savage Road (TMS# 351-07-00-093) 0.10 acre, West Ashley (District 7)
 - ii.) 1 Tovey Road (TMS# 418-10-00-010) 0.15 acre, West Ashley (District 9)
 - iii.) 528 Savannah Highway (Units A-C) and 530 Savannah Highway (Units A-D) (TMS# 421-03-00-165 and 421-03-00-166) 0.48 acre, West Ashley (District 11)
 - iv.) Property on SC Highway 41 aka 546 Riverbend Trail (TMS# 263-00-04-001) 70.37 acres, Cainhoy (District 1)

COMMITTEE ON REAL ESTATE

July 17, 2014

A meeting of the Committee on Real Estate was held this date beginning at 4:18 p.m. at City Hall, 80 Broad Street, First Floor Conference Room.

Notice of this meeting was sent to all local news media.

PRESENT

Councilmember Alexander, Chair; Councilmembers Waring, White and Moody and Mayor Riley **Staff:** Mark Aakhus, Manager of Real Estate Management; Christopher Morgan, Director of Planning; Frances Cantwell, Assistant Corporation Counsel; Amy Wharton, Assistant Chief Financial Officer, Laurie Yarbrough, Director of Recreation, Adelaide Andrews, Deputy Corporation Counsel, Charlton deSaussure, Corporation Counsel, and Laurie Thompson, Executive Assistant to the Mayor Also Present: Greg Piers, Cameron Stoll, Erica Harrison, Jeffrey Robertson, and David Humphreys

The meeting was opened with an invocation by Councilmember Waring.

APPROVAL OF MINUTES

On the motion of Councilmember White, seconded by Councilmember Waring, the Committee voted to approve the minutes of the June 16, 2014 meeting. Councilmember Moody abstained from the vote.

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CHARLESTON TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES WITH THE PROCEEDS OF DEBT TO INCURRED BY THE CITY IN CONNECTION WITH THE CHARLESTON NECK REDEVELOPMENT PROJECT AREA AND PROVIDING FOR AND APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF CHARLESTON AND ASHLEY RIVER INVESTORS, LLC CONCERNING THE CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE CHARLESTON NECK REDEVELOPMENT PROJECT AREA

Mr. deSaussure stated that the first purpose of the resolution is to set forth a MOU with the developers of the Magnolia Project within the Charleston Neck TIF District. He stated that a MOU was in place with the 2007 developers. He stated that a lot of good came out of that. He stated that those developers discontinued their involvement. The bank foreclosed on the note that the private investors had for the private sector investment in that project. The City's TIF Bond operates with positive cash flow. The City was very conservative in the amount of TIF debt that they issued. The TIF revenues greatly exceeded the debt service on that TIF Bond. A new development team has come in since the old ones left. The principal investors come from a MeadWestvaco real estate subsidiary, as well as Branch Properties out of Atlanta. Local representatives from Robert Clement's real estate firm remain involved. This is a MOU of the public involvement that the private investors can rely on. Mr. deSaussure stated that he, Mr. Bedard, and Ms. Carducci have been meeting with representatives of the private sector. He stated that it's in the form that we would recommend to you. In order for the City to issue an after-the-fact tax-exempt bond and use the proceeds to reimburse the developers, the US Treasury requires that they prospectively announce their intentions to do so.

Councilmember Moody stated that in the documents there's a budget of \$114 million. He asked if the City is only going to issue a bond up to \$100 million. Mr. deSaussure replied that that includes the \$15 million that the City already has out and is creating a positive cash flow. He stated that \$100 million is the remainder. In 2007, \$10 million of a TIF Bond was issued. A few years later, it was increased to \$15.6 million, and it's now down to \$12.1 million. Councilmember White stated that a bridge was built. He asked if a significant portion of those proceeds were for that bridge. Mr. deSaussure stated that the bridge was built from the proceeds of that first borrowing. Councilmember White stated that an estimate of \$45 million for 3 parking decks is in Phase 7. He asked if the parking decks can be built for this kind of money if the buildout is not for 4-5 years. Mr. deSaussure stated that they've built in an escalator. Councilmember Waring asked for long was the TIF extension. Mr. deSaussure replied 10 years. He stated that it goes to 2039. The County and the School

District joined with the City considering second and third reading this Tuesday. Councilmember Waring asked if we lose the opportunity if we're at the 10th year of the TIF and one of the garages isn't built. Mr. deSaussure stated that we did it for 10 years because it didn't go according to the plan. We're dealing with what was not anticipated in 2007. He stated that we lost 10 years with the downturn of the economy, so this extension will help us get back on track. He stated that the same thing could happen again some years from now, and if so, a decision would need to be made about whether to change the scope of the project or to try to gain more time. He stated that what they're proposing is quite different from what the developers anticipated in 2007.

Councilmember White stated that there was supposed to be some remediation onsite. Some had been done, but there was still some left to do. He asked if there was a timeframe for it to be done. Mr. deSaussure stated that the developers have environmental counsel out of Atlanta, who was been meeting with us. He stated that the private sector involvement is nice because they're contributing significant funds to this and they are leading the charge working with EPA on having a remediation plan. He stated that it's not the City's property. He stated that it's privately owned property, so they have the liability. He stated that the City was successful in being removed from litigation where people were trying to sue. He stated that he spoke to Gerald Pouncey, the environmental counsel, last week and he thought they were close to reaching a resolution with EPA. They have significant resources involved, so that gives them an incentive to get it cleaned up. He stated that he doesn't think it will be a year. Councilmember White stated that since we don't know what the final remediation requirements will be so we don't know what the timeframe will be for executing them. Mr. deSaussure stated that we don't know, but they are making progress on the proposal. He stated that they don't want to do it piecemeal. They're trying to get a universal resolution on this. He stated that the City will be a huge beneficiary to what the private sector is doing to get this going. He stated that the City has leveraged so many more private dollars because of our involvement.

On the motion of Councilmember Moody, seconded by Councilmember Waring, the Committee voted unanimously to approve a Resolution declaring the intent of the City of Charleston to reimburse itself for certain expenditures with the proceeds of debt to incurred by the City in connection with the Charleston Neck Redevelopment Project Area and providing for and approving a Memorandum of Understanding and Agreement between the City of Charleston and Ashley River Investors, LLC concerning the construction of certain public infrastructure improvements in the Charleston Neck Redevelopment Project Area

AUTHORIZATION TO EXECUTE THE BARGAIN SALE AGREEMENT IN THE AMOUNT OF \$3,495,000 AND RELATED CLOSING DOCUMENTS TO FACILITATE THE CITY OF CHARLESTON'S ACQUISITION OF PARCEL 1 FROM WATERFRONT RESTAURANT, LLC AND THE RELEASE OF PARCEL 2 FROM A LONG-TERM GROUND LEASE AGREEMENT [TMS: 459-00-00-241 (PARCEL 1) AND TMS: 459-00-00-171 (PARCEL 2); WHARFSIDE STREET]

Mr. Humphreys stated that this is a Bargain Sale Agreement between the City of Charleston and Waterfront Restaurant, LLC for a parcel of land on which the IAAM (International African American Museum) will be constructed. The purchase price is \$3.495 million. It will be both a deed transaction and a relinquishment of an existing ground lease. He stated that there could be a difference between the appraised value of the property and what is being paid for it. He stated that it would be captured as a charitable contribution.

Mayor Riley stated that the IAAM site selected some time ago was at the corner of Calhoun and Concord. He stated that through the research that was being done on the African American history of our country in Charleston, it was discovered that the wharf where most of the enslaved Africans were brought was Gadsden's Wharf. He stated that Harry Cobb, Senior Partner of Freed & Partners, felt that given the powerful story that was being presented, it was unfortunate that it wouldn't be on the water. He stated that they walked the site and went to the land between the dockside and the Maritime Center, which was where Gadsden's Wharf was. The land was comprised of 3 pieces including an easement on the northern end and a triangular piece that the City conveyed to the Balish Group 13 years ago for a waterfront restaurant. He stated that the footprint of the museum could be put there, which was a better site. He

stated that they then met with the Balish family and they agreed to sell it to the City. He stated that the City's appraiser said that the land value could be in excess of what the City is paying for it. He stated that they could present it to the IRS for a charitable donation. He stated that we're in the process of subdividing the property on Concord and Calhoun. Then, it would be brought to the Committee and City Council to sell. The appraiser advised us that the land that we would sell would be worth more than what we'll be acquiring this property for. We would use the land sales fund for this purchase, which will be replenished by the sale of the Concord Street property. He stated that when you have an opportunity to build a public institution on the water, you're giving the citizens of the community and those who come to visit it something special. He stated that this is a wonderful opportunity. Mr. Humpreys stated that Ms. Stoll, the attorney for the Balish family, was present and that she did a great job working on this.

Councilmember Waring thanked the process. He stated that this is really American history. He stated that going from \$0 less than a year ago, to now having the City and County both donating \$12.5 million each. He stated that our state, which was the first to secede, also voted to fund this museum. He stated that this goes beyond the 50 year test. The citizens of this country will get to enjoy this for much longer than 50 years. He thanked the Balish family for their unselfishness. He stated that he believes this land is getting sold for less than it's worth and stated his hope that the Balish family would get the charitable deduction and the proper recognition. He stated that he found out he was the ancestor of a slave when he was in school. He stated that he can't wait to take his grandson into this museum. He asked how can you expect people on the national level to support it, if the City, County and State it was in didn't support it. He stated that the momentum that is building on this is just outstanding. He expressed his appreciation to the Committee, staff, and the professionals in the private sector for their work in making sure this becomes a reality.

Councilmember Moody stated that he's going to support the motion. He stated that he heard we were going to buy this property for \$3.5 million. We don't have \$3.5 million unless we sell this other property. Mayor Riley stated that we have \$3.5 million in the land sales fund. Councilmember Moody asked if it hasn't been committed to something else. Mayor Riley replied that it's in the land sales fund, some of which is committed for housing. He stated that we plan to bring the property for sale right away. Councilmember Moody asked if we need to add to the motion that we sell the other property to reimburse the land sales fund. Mayor Riley replied that it's contemplated, but he believes it's a good idea. He stated that he wouldn't want it to be thought that we would wait to pay them until the other property was sold. He said we would move forthwith to subdivide the property and put it up for sale that the fund would be replenished. The Chair stated that by making this purchase, there will still be about \$1.5 million in the land sales fund, which is targeted at the Maryville property and another property.

Councilmember White asked how many actual dollars have been spent on the project, to date, and where those funds came from. Mayor Riley replied that the money that has been spent so far in previous design work came from federal grants. The City appropriated some funds in the budget for the last 2 years for operating expenses. The land is coming from selling the property that we were going to use for it. Tomorrow, there will be a presentation to City Council for the design contract for the building and the exhibits. That will be the first City funds allocated for the design construction. Councilmember White stated his recollection that the City had allocated somewhere between \$400,000-500,000 toward this project. He stated that it could have been part of the operating funds for the foundation. He asked if that was correct. Ms. Wharton stated that the City didn't do that. Councilmember White asked if we knew how much money the IAAM Board has raised so far. Mayor Riley replied that he's the main fundraiser. He stated that the Board is committed to raising the money. He stated that they had to spend their time and energy getting the public money committed. He said they spent the last legislative session working extensively with the State. He stated that they've begun working on the national and statewide private fundraising. He stated that the goal is to get the project under construction at the beginning of 2016, and to do that, all of the money would have to be raised. He stated that there's a lot of work to do. He stated that he's going to New York for a meeting with a couple of foundations. He stated that they're beginning substantial fundraising outreach. Councilmember White stated his understanding that the difference between the amount we asked the State for and the amount we were allocated is about \$20 million. He asked if the private

donations would have to offset that. Mayor Riley replied that each year, the State Appropriations will have to decide. He stated that the amount given was the amount that was available for this year. He stated that the request for \$25 million and that he was confident that the State would provide that within the next few years. He stated that he didn't meet with any legislator that didn't believe this was a very worthwhile institution and that the State's participation was important. He stated that to successfully raise that kind of money, we have to have more than an idea. He stated that we expect to have, in the next 6 months, an architectural concept that could be rendered and an exhibit concept. He stated that the museum will be less close to the dockside than the restaurant would have been. He stated that there will be a greenspace between the dockside and the museum and there's an existing greenspace that will be between the museum and the Maritime Center. He said it will be a really nice site plan.

Councilmember White inquired about the ultimate ownership. He stated that the City owns the land. The museum that will be built will be operated by the IAAM. He asked if there will be a lease agreement. He inquired if it's contemplated that the City will always maintain control and ownership of the building. He also asked, from a subsidy standpoint, how much the City will have to subsidize. Mayor Riley replied that that will be up to City Council. He stated that it's a similar concept as the Aquarium. He stated that we will construct the building. The Capital Projects team will be the Project Manager, and the building will be leased to the IAAM, who would have the responsibility of operating, managing, and maintaining it. There will be some annual contributions from the City, and the source of the funds would be hospitality and tourism- related revenues. Councilmember White stated that the concept of moving the museum to this site makes sense. We've identified where the funding will come from. He stated that if we're going to break ground on this project in less than 5 years, there is a substantial donation from the private sector that needs to be brought forward for this project to happen. He stated that this comes on the heels of the Gaillard Foundation working on raising \$50 million to offset their contribution to that project. He stated that it makes him nervous when there are these massive projects that have substantial money that need to be raised. Mayor Riley stated that the Gaillard Foundation, from the City's point of view, \$71 million in private money is committed. Councilmember Moody stated that there is a letter of credit for the \$71 million. Mayor Riley stated that there is no contingency there. He stated that before the City can execute a construction contract, there will have to be money in the bank or a letter of credit to guarantee the \$25 million, so there wouldn't be any risk. Councilmember White stated that this is a wonderful asset for the City, community, and the nation. He stated that as we move forward, we just need to see some level of commitment coming from the private sector. He stated that we have a lot of costs wrapped up in this building that will be soft costs if we don't break ground. He stated that it's a lot of money to be raised in a short period of time. The Chair stated that he's in agreement with the land swap. He stated that he'll approach this project as he did the Gaillard to make sure that the money is available before we start moving forward.

On the amended motion of Councilmember Moody, seconded by Councilmember Waring, the Committee voted unanimously to approve authorization to execute the Bargain Sale Agreement in the amount of \$3,495,000 and related closing documents to facilitate the City of Charleston's acquisition of Parcel 1 from Waterfront Restaurant, LLC and the release of Parcel 2 from a long-term Ground Lease Agreement [TMS: 459-00-00-241 (Parcel 1) and TMS: 459-00-00-171 (Parcel 2); Wharfside Street]. The City would sell the property next to the garage and the proceeds would replenish the land sales fund. This purchase is not contingent on the sale of the other property.

AUTHORIZATION TO EXECUTE 1) THE FIRST AMENDMENT TO LEASE AGREEMENT WITH ECOVEST DEVELOPMENT, L.L.C., THE TENANT; AND 2) THE NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT WITH WISEBUCK, LLC, THE SUBLESSEE. (A PORTION OF TMS: 460-16-02-010; EAST SHED BETWEEN JOHN AND MARY STREETS)

Mr. Humphreys stated that the East Shed project has a tenant in place, Wisebuck, LLC, to do a family-oriented restaurant. He stated that Mr. Robertson and Ms. Harrison were present on behalf of Ecovest. He stated that the consent and amendment would accommodate that. The City would consent to the Sublessee coming in and opening a restaurant. They're going to invest a substantial sum in upfitting the space to build the restaurant. The Nondisturbance and Attorment Agreement is there to give the

restaurant some assurance that if something were to go wrong with the Master Lease with Ecovest, the Sublease could ripen directly so that they know that if they've invested a lot of money, they won't lose it by virtue of a default or other termination that they weren't a part of. The amendment adds a little bit of space on an adjacent City-owned municipal parking lot to give them space to have an 8 cubic yard dumpster to operate the restaurant. It has appropriate controls to make sure they keep it clean and sanitary.

Councilmember White asked if the restaurant is a franchise. Mr. Robertson replied that it's not a chain. It's a group that we had hoped could possibly merge. It is based out of New York and Wilmington, NC. There are 2 partners, Damon Wise, a chef, and Jonathan Buckley. He stated that they have an amazing plan of 4 different themes. He stated that they're going to spend upwards of \$2 million on the upfitting. He stated that it's a good mix of different themes. Mayor Riley stated that it's going to be great. He stated that families going to the Children's Museum could get a sandwich and it will go all the way up to fine dining.

On the motion of Councilmember Moody, seconded by Councilmember Waring, the Committee voted unanimously to approve authorization to execute 1) the First Amendment to Lease Agreement with Ecovest Development, L.L.C., the Tenant; and 2) the Non-Disturbance and Attornment Agreement with Wisebuck, LLC, the Sublessee. (a portion of TMS: 460-16-02-010; East Shed between John and Mary Streets)

REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT WHEREBY THE CITY OF CHARLESTON AGREES TO PROVIDE A PORTION OF THE HALL II TRACT LOCATED AT 2045 AUSTIN AVENUE TO THE CUSABO NATION LACROSSE NON-PROFIT ORGANIZATION (THE "CNL") AS FIELD SPACE FOR LACROSSE PROGRAMS IN EXCHANGE FOR THE CNL MAKING IMPROVEMENTS TO THE RECREATIONAL SPACE. (TMS: 460-00-00-021; 2045 AUSTIN AVENUE)

Ms. Yarbrough said for the last 6-8, she and Jason Kronsberg, Parks Department, have been working with a group of volunteers who are lacrosse parents. She stated that the City has a very vibrant lacrosse program in Daniel Island and Downtown. She stated that we haven't played with Mt. Pleasant because we don't have enough fields and kids in the program. She stated that she hopes that this partnership will allow our program to grow. Because the City doesn't have to spend any money on the Hall II tract, we're making small improvements to the grassy area where lacrosse can be played. She stated that they've purchased some goals. Some parking will be put out there. With very little money and working together, we've made the area playable. This Agreement is before you so that we can make this partnership. It will give them a year and 5 one-year renewal options after that. They're not looking to put any facilities there, just some turf improvements. She stated that it doesn't cost the City any money. Councilmember White asked if it's near the Dolphin Cove Marina. Ms. Yarbrough stated that the Hall II tract opens up along the street of the fencing leading to Dolphin Cove Marina. In order to not bring traffic into the Rosemont community, we've asked all of our lacrosse people to come up Meeting Street Extension and come into that. She stated that it worked really well in the spring.

On the motion of Councilmember Moody, seconded by Councilmember Waring, the Committee voted unanimously to approve authorization for the Mayor to execute the Memorandum of Agreement whereby the City of Charleston agrees to provide a portion of the Hall II Tract located at 2045 Austin Avenue to the Cusabo Nation Lacrosse non-profit organization (the "CNL") as field space for lacrosse programs in exchange for the CNL making improvements to the recreational space. (TMS: 460-00-00-021; 2045 Austin Avenue)

REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FOLLOWING RELATED DOCUMENTS:

THE AGREEMENT TO BUY AND SELL REAL PROPERTY WHEREBY THE CITY AGREES TO TRANSFER TO MCGETTIGAN IRREVOCABLE GIFT TRUST 2008 (THE "BUYER") 376 SQUARE

FEET ("AREA 1") AND 43 SQUARE FEET ("AREA 3") TOTALING 419 SQUARE FEET OF THE CITY OF CHARLESTON HAZEL PARKER PLAYGROUND F/K/A EAST BAY PLAYGROUND PROPERTY (THE "PLAYGROUND"); AND BUYER AGREES TO CONVEY TO THE CITY 233 SQUARE FEET OF 76 EAST BAY STREET PROPERTY ("AREA 2") AND PAY TO THE CITY A BALANCE OF \$37,200. [ORDINANCE]

THE INGRESS EGRESS EASEMENT WHEREBY THE CITY GRANTS TO BUYER A PERMANENT TRANSMISSIBLE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AREA 2 FOR THE PURPOSE OF MAINTAINING AND REPAIRING BUYER'S BRICK WALL LOCATED AT 76 EAST BAY STREET PROPERTY (TMS: 458-13-02-003 AND 458-13-02-004; A PORTION OF THE CITY OF CHARLESTON HAZEL PARKER PLAYGROUND F/K/A EAST BAY PLAYGROUND AND 76 EAST BAY STREET)

Ms. Andrews stated that there is a piece of property at 76 East Bay Street that is owned by the McGettigan Irrevocable Gift Trust 2008. She stated that the City has been dealing with Ms. McGettigan. She said that it's a beautiful house, almost like a triplex. It's adjacent to the Hazel Parker Playground. Ms. McGettigan realized that there were two encroachments on her property. We're not sure when they were created. One is on the side and one is on the back. In the course of discussions with her, it was realized that the Trust owns a piece of property adjacent to her wall where the City has been using the property for the playground. She stated her belief that it's in everyone's best interests to clear up these issues. The amount of square footage is very small. Area 1, which is owned by the City, has 376 square feet and Area 3 has 43 square feet. Area 3 is in the back where there is an old fence that encroaches into the City's playground by that amount. Area 2 is owned by the Trust and is the piece that runs against her brick fence. She stated that this will clean this up and the City will own Area 2 to allow the children to play in the playground. This will also clean up liability issues. Using the appraisal value of \$200 per square foot, the City will net \$37,200 that will be received from the Trust. She stated that also included in this agreement is an easement. As the City acquires Area 2, the City needs to own this easement. We're going to allow the McGettigan Family to use that area periodically with 14 days prior written notice and with a schedule of what work will be done, when and for what duration of time. Ms. McGettigan will also have the ability to use that area to maintain or repair her wall. The Trust has provided an indemnity to the City. Ms. Andrews stated that she would recommend this agreement. She stated that City property on the Peninsula, many times, has confusing boundaries. She stated that this cleans it up for Ms. McGettigan and for the City.

On the motion of Councilmember Moody, seconded by Councilmember White, the Committee voted unanimously to approve authorization for the Mayor to execute the related documents listed above.

REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FOLLOWING:

THE LANDSCAPE EASEMENT WHEREBY THE CITY OF CHARLESTON GRANTS TO THE RESTORATION ON KING, LLC (THE "HOTEL") A LANDSCAPE EASEMENT IN ORDER TO PERMIT THE HOTEL TO INSTALL AND MAINTAIN LANDSCAPING IMPROVEMENTS ON CITY PROPERTY; AND

THE RECIPROCAL PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT (THE "ACCESS EASEMENT") WHEREBY THE CITY OF CHARLESTON AND THE HOTEL GRANT TO EACH OTHER A NON-EXCLUSIVE PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT ON EACH PARTY'S PROPERTY.

(TMS: 457-08-01-067 AND 457-08-01-069; 79 AND 81 WENTWORTH STREET)

Ms. Andrews stated that Greg Piers, representing the hotel, is present. There are 2 easements involved. 79 Wentworth is owned by the hotel. The City owns the property at the corner of Wentworth and St. Philip, and there is a garage there, which is leased to the College of Charleston until 2075. One of the easements

is a landscape easement, which goes from the property line over to the wall by the garage. The hotel is seeking a landscape easement in this area in the back (pointing to the map) on which they can plant and install shrubbery at the City's direction. Thereafter, the hotel will maintain it at no cost to the City. This easement will remain in place until such time that the City decides to redevelop the garage site, which would terminate this landscape easement. She stated that this piece of property is not improved, so this will improve and enhance the visual appeal of this area. She stated that the Reciprocal Pedestrian Access and Maintenance Easement is smaller in width. It's 2 feet on the City's property and 3 feet on the hotel's property. She stated that the hotel was interested in having a pedestrian walkway in this area for the convenience of their customers and to meet fire code requirements for access and allowing the customers to vacate in the event of a fire. She stated that we wanted it to be reciprocal because the City may need the hotel's property in order to maintain and make repairs to the garage site. In the future, if we rebuild that site, and it's to 0 property line, that easement will become evermore important. The easement is going to be perpetual. The City is going to be indemnified for the liability in the property. The City acknowledges its liability to the extent that the SC Tort Claims Act provides. She stated that she would recommend this item's approval. She stated that with tight boundaries in the City, she thinks it's important that we help them and that they also help us. She stated that she believes this will be a much improved walkway area and landscape area that will benefit the City.

On the motion of Councilmember Waring, seconded by Councilmember White, the Committee voted unanimously to approve authorization for the Mayor to execute the Landscape Easement and Reciprocal Pedestrian Access and Maintenance Easement listed above.

CONSIDER THE FOLLOWING ANNEXATIONS:

- i.) 1901 Savannah Highway, 1838 & 1844 Pebble Road (TMS# 350-05-00-072; 350-05-00-089 and 350-05-00-090) 1.91 acres, West Ashley (District 11)
- ii.) 1852 Greenmore Drive (TMS# 351-03-00-053) 0.33 acre, West Ashley (District 7)
- iii.) 1770 Southwick Drive (TMS# 279-00-00-022) 0.4 acre, Johns Island (District 5)

Mr. Morgan stated that there are 3 parcels on Savannah Highway, which are immediately adjacent to the Sofa Super Store site. They are commercially zoned in the County and will be coming into the City with a commercial designation. He stated that we'll be working with the property owner on landscaping, screening and other issues like that. He stated that the other two annexations are single-family residences. Councilmember Moody stated that the first annexation is a piece of property right next to the Sofa Super Store. It goes from Pebble Road to Savannah Highway. He stated that he's gotten a few calls from residents. He stated that Turkey's wants for this to be annexed. He stated that he didn't have a problem with the annexation. He stated that he's concerned that we have some kind of permanent solution to the landscaping not only on Savannah Highway and the memorial site, but also the Pebble Road property to the back. It's a residential neighborhood back there. He stated that Turkey's had the screening around there, but there didn't have any landscaping. You couldn't see the cars, but it was right next to the overpass and was unsightly looking down. He stated that we've done a great job up and down Savannah Highway. He stated that Turkey's puts something there to maintain it, so that it stays nice.

Councilmember Waring asked if it would also be grandfathered in the City since it was grandfathered in the County. Mr. Morgan stated that he believes they would operate the same kind of business as they have further up on Folly Road. Councilmember Waring clarified his question. He stated that if it was grandfathered, then they wouldn't necessarily have to do any landscaping. Mr. Morgan stated that they've been in discussions with them about having some degree of landscaping on site. He stated that the site had a previous auto-oriented use on it. He stated that what we can get on it might not be to the full extent as if it was a vacant lot that became an automotive use. He stated that they're going to keep the existing buildings there. He stated that they will have fencing as well because they would want to keep their lot

secure. The Chair asked if they were subject to the City's current vegetation setbacks when we annex them or if it would be voluntarily done on their part. Mr. Morgan stated that it was a fine line because they're going to have a similar use to what was already there. He stated that he believes they understand the sensitivity of the location and they are doing some work to the buildings. He stated that they have said that they're willing to work with the City on some landscaping. He noted that he hasn't seen any plans yet, but he was supposed to meet with them to discuss that. The Chair stated that he doesn't think anyone has a problem with the annexation. He stated the question is whether they would be subject to our buffer standards since it is a new business. He stated that it appeared that they wouldn't be, but that it was dependent on their cooperation with the City. Mr. Morgan stated that if they were building new structures and things like that, they would be. The Chair asked if they wanted to improve or build additional fencing, would that give the City an opportunity to require some buffering, vegetation, etc. Mr. Morgan replied not just additional fencing, but a new site plan or a new arrangement around those buildings because they would have to come through the City's TRC (Technical Review Committee). He stated that from the very beginning in discussions about the site coming into the City, we made it clear that we would expect there to be nice landscaping and screening there. Councilmember Moody asked if there was any ingress and egress on Pebble Road or is it all on Savannah Highway. He stated that he believes there is a gate back there, but it has always been closed. Mr. Morgan replied that he would check on that and report back. Councilmember Moody stated that he would hate for trucks to be ingressing and egressing into the neighborhood. Mayor Riley asked the staff to look at this and come up with some design recommendations for landscaping and ingress and egress. He stated that since we own the land immediately east of it, maybe there is something we can do there. He stated that the City should be proactive. He stated that Savannah Highway is sprucing up. He stated that while we have their attention, we can get them to work with us. Councilmember Waring asked what the grandfather status for a use is in the County. Mr. Morgan replied he didn't know, but he knows that the site has been used in the past year.

On the motion of Councilmember White, seconded by Councilmember Waring, the Committee voted unanimously to approve the annexations listed above.

On the motion of Councilmember Waring, seconded by Councilmember Moody, the Committee voted unanimously to enter Executive Session at 5:36 p.m.

On the motion of Councilmember Moody, seconded by Councilmember White, the Committee voted unanimously to exit Executive Session at 5:56 p.m.

Mayor Riley asked to see if anyone wanted to rejoin the meeting after the Executive Session was over, but everyone had left.

The purpose of the Executive Session was to discuss contractual matters. No action was taken.

There being no further business, the meeting was adjourned at 5:59 p.m.

Techina Jacques
Council Secretary

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Joseph P. Riley, Jr., Mayor DATE: July 29, 2014

FROM: Scott Watson DEPT: Cultural Affairs

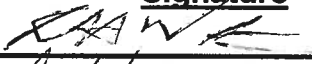
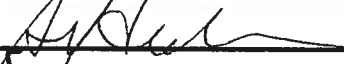
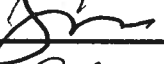

ADDRESS: Magnolia Plantation 3550 Ashley River Rd.

TMS: _____

ACTION REQUEST: Use for MOJA Festival Tribute Luncheon on Oct. 4, 2014

\$500.00 refundable deposit, no rental fee

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u></u>	<input checked="" type="checkbox"/>
Legal Department	<u></u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u></u>	<input checked="" type="checkbox"/>
Director Real Estate Management	<u></u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved? Yes ☒ No ☐

*If approved, provide the following: Dept/Div. 557000 Acct: 52510

Balance in Account \$500.00 Amount needed for this item \$500.00

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: July 29, 2014

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: Magnolia Plantation 3550 Ashley River Rd.

TMS: _____

ACTION REQUEST: Use for MOJA Arts Festival Tribute Luncheon, Oct. 4, 2014

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT**
Terms: _____

☐ **TEMPORARY**
Terms: _____

COMMERCIAL REAL ESTATE FORM



LEASE

Lessor: Magnolia Plantation Lessee: City of Charleston



INITIAL

Terms: \$500.00 refundable deposit, no rental fee



RENEWAL

Terms: _____



AMENDMENT

Terms: _____



Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Colleen Carducci

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Magnolia Plantation Event Contract

Client: City of Charleston, MOJA Arts Festival

Event Date: Saturday, October 4th, 2014

Address: 180 Meeting St. Suite 200, 29401

Telephone: 843- 724-7414

Email: swagertyr@charleston-sc.gov

Event Type: MOJA Tribute Luncheon

Time of Event: load-in 7:00AM event 11:00AM-2:00PM load-out immediately following

Location/Site(s) Rented: Upper Lawn/Pavilion

Rental Amount: Waived

\$500 damage deposit: \$500 applicable

TOTAL: \$500

I. DAMAGE/CLEAN UP CHARGES/CONTRACT VIOLATION CHARGES:

Magnolia Plantation provides the site in an event-ready state. Clean up after the Event is the responsibility of the Client. If decorations, arrangements, trash, and other materials associated with the Event are not cleaned up immediately following day time events (or by 9:00 AM the morning after night time events with written pre-approval from Magnolia), then damage and clean up charges may apply. Clients and their agents shall refrain from affixing decoration to any structure on the property using nails, tacks, staples, or other implements that damage the underlying surface. No materials which are non-biodegradable shall be used on the surrounding lawns and gardens at Magnolia Plantation. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer. The Client agrees to pay for any costs and/or damages caused by the Client, the Client's guests while on property for the Event, and the Client's agents, including any contract violations by such agents.

II. TIME:

Magnolia Plantation offers both day time and night time events. For day time events, the venue is available from 10 am until 2 pm. For nighttime events the locations will be ready by 3:30 pm for use and this includes set-up. Nighttime events must be over by 12:00am. Failure to timely end the Event may result in the loss of the deposit and accrual of additional charges. Specific individual circumstances may be agreed upon between Magnolia Plantation and the Client following written request and written approval.

III. CATERING:

Due to the caterer's central role in the set up and clean up and the various requirements related thereto, Magnolia Plantation has a pre-approved list of caterers. Although the Client is not limited to this list, Magnolia Plantation must approve the selected caterer at least 30 days prior to the Client's Event. Any caterer not on the pre-approved list must execute our catering contract and deliver a suitable insurance certificate adding Magnolia Plantation as an additional insured before they will be deemed approved. In the event that a Client contracts with a non-approved caterer, and such caterer fails to ensure that they become approved at least 30 days before the Client's Event, then Magnolia Plantation reserves the right to deny access to the caterer for the Client's Event.

IV. FURNITURE & SET UP:

With the exception of the interior of the Conservatory, Magnolia Plantation does not supply tables, chairs, or other furniture. Such items are the responsibility of the Client and can usually be contracted for through the caterer. Load-in, set up and breakdown/load-out of any such furniture and other furnishings not already on site is solely the responsibility of Client. Items not supplied by Magnolia Plantation must be removed from the premises immediately following day time events (or by 9:00 AM the morning after night time events with written pre-approval from Magnolia). Should the Client, the Client's guests, or the Client's agents reposition or otherwise relocate furniture and furnishing provided by Magnolia Plantation, such must be returned to their original location. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer.

V. OPEN FLAME POLICY:

The Carriage House Fire Pit may only be set up, started, and put out by the Magnolia Plantation. If the Client would like this to be lit for your Event, you must request this in writing. In so doing, the Client accepts responsibility for the safety of the Client's guests. The torches that line the bank of the Ashley River at the Carriage House venue are the responsibility of Magnolia Plantation. These will be turned on before each event and turned off at the end. The Client should not ignite or turn these torches off. Open flame candles are not permitted at any enclosed wedding/reception site. Any unusual and/or questionable lighting must have prior written approval from Magnolia Plantation. A limited number of candles in glass-shaded enclosures with heat-protecting bases may be allowed in the Carriage House. Specific written permission must be sought by the Client and written approval must be granted by Magnolia Plantation before any candles may be used. Under no circumstance may flammable arrangements be used with candles.

VI. FLOWERS:

The Client must provide all floral arrangements other than those naturally occurring at Magnolia Plantation. No naturally occurring blooms or other vegetation may be cut by the Client, the Client's guests, or the Client's agents. It is the Client's responsibility to ensure that this requirement is met.

VII. DRUGS & ALCOHOL POLICY:

If the Client uses a professional bar service, they must provide Magnolia Plantation with written evidence of the licensing and liability coverage required by law to serve beer, wine, champagne and hard liquor. If the Client is NOT using a professionally licensed bar service, upon written approval by Magnolia Plantation, the client may be permitted to provide and serve their own beer, wine, and champagne (no liquor); however, in order to do so, the client must apply for liability coverage in the amount of one million dollars, and Magnolia Plantation must be listed as the sole venue on the coverage and as an additional insured. Magnolia Plantation must have a copy of the coverage on file before the event. The client can apply for this coverage on www.wedsafe.com or through the client's homeowners insurance.

REGARDLESS OF WHO IS SERVING THE ALCHOHOL, CLIENT AGREES NOT TO PERMIT ANY VIOLATIONS OF ANY LAWS CONCERNING DRUGS AND ALCOHOL. CLIENT AGREES THAT ALCOHOL SHALL NOT BE SERVED TO ANYONE NOT 21 YEARS OF AGE. CLIENT SHALL NOT TO ALLOW ANY GUEST TO BECOME INTOXICATED. THE CLIENT SHALL NOT ALLOW ANY IMPAIRED PERSON TO DRIVE. THE CLIENT SHALL NOT ALLOW ANYONE TO PLACE HIMSELF, HERSELF OR OTHERS IN A DANGEROUS SITUATION. THE CLIENT AGREES TO BE RESPONSIBLE FOR DAMAGES AND COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, LIABILITY, EXPENSES, COSTS, INCLUDING ATTORNEY FEES, DAMAGES AND ANY OTHER CONSEQUENCES OF THE FAILURE TO COMPLY WITH THIS POLICY ARISING FROM THE CLIENT'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE ARISING OUT OF THIS AGREEMENT IN ACCORDANCE WITH AND TO THE EXTENT PROVIDED BY THE SOUTH CAROLINA TORT CLAIMS ACT, AS AMENDED.

I have read, understood, and accepted the policies, terms, prices and conditions set forth herein:

Client (printed name)

Client (signature)

Date

The Client's offer to utilize the venue(s) identified herein in accordance with the terms and conditions set forth herein is accepted:

Magnolia Plantation

b.)



City of Charleston

Joseph P. Riley Jr.

Mayor

MEMORANDUM

To: City Councilmembers
From: Mayor Joseph P. Riley, Jr.
Re: 135 Meeting Street
Date: August 13, 2014

As a result of the extraordinary generosity of James S. Gibbes in 1898, the City and the Carolina Art Association have been equal beneficiaries of the building which houses the Gibbes Museum of Art for more than 100 years. In addition to its ownership interest in the building, the Carolina Art Association owns the magnificent collection which is located for the public's benefit within the building. The Carolina Art Association was created by Act of the General Assembly in 1858. It has as its current purpose the cultivation of the arts and art education throughout the Lowcountry.

Consistent with that purpose, the Board of Trustees of the Carolina Art Association has undertaken an exciting building and programmatic plan at a budgeted cost of \$13 million dollars. Funding sources include a private fundraising effort which to date has received gifts and pledges of approximately \$ 7.9 million dollars. Because the pledges will be paid over a period of years and because construction is planned to begin next month, the Board of Trustees of the Carolina Art Association has negotiated a construction loan which will be paid from pledges as received. To secure this loan, the Bank has requested a mortgage on the building. The purpose of the attached Ordinance is to evidence the City's consent, as one of the owners of the building, to the Carolina Art Association so securing the loan.

As you can see in the Ordinance, the City's consent to the mortgage does not obligate the City to repay or assume any debt secured by any lien on 135 Meeting Street. I recommend the City approving the request we had received from the Board of Trustees of the Carolina Art Association to assist them in this matter. Angela Mack, Executive Director of the Gibbes Museum of Art, will be present at our meeting next week and will be available to provide any information or answer any questions you may have. In the meantime, please let me know if I or City staff may provide any such information to you.



*P.O. Box 652, Charleston South Carolina, 29402
Telephone: 843-577-6970 Fax: 843-720-3827*

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Joseph P. Riley, Jr., Mayor DATE: August 19, 2014

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 135 Meeting Street

TMS: 4570804004

Action Request: Request authorization for Mayor to execute on behalf of the City the documents necessary for the City to become an accommodation party to a mortgage to be placed on 135 Meeting Street, the site of the Gibbes Museum of Art, by the Carolina Art Association of South Caroline. In no way shall the City be obligated to repay or assume any debt secured by any lien of 135 Meeting Street.

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Frances J Cantorell</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: August 19, 2014

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 135 Meeting Street

TMS: 4570804004

Request authorization for Mayor to execute on behalf of the City the documents necessary for the City to become an accommodation party to a mortgage to be placed on 135 Meeting Street, the site of the Gibbes Museum of Art, by the Carolina Art Association of South Caroline. In no way shall the City be obligated to repay or assume

ACTION REQUEST: any debt secured by any lien of 135 Meeting Street.

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT**
Terms: _____

COMMERCIAL REAL ESTATE FORM

☐

TEMPORARY

Terms: _____

☐

LEASE

Lessor: _____

Lessee: _____

☐

INITIAL

Terms: _____

☐

RENEWAL

Terms: _____

☐

AMENDMENT

Terms: _____

☐

Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: _____

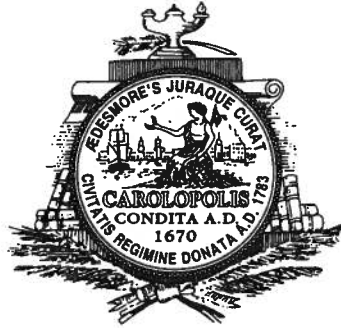
Signature: _____

Colleen Carducci

Director Real Estate Management

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THE DOCUMENTS NECESSARY FOR THE CITY TO BECOME AN ACCOMMODATION PARTY TO A MORTGAGE TO BE PLACED BY THE CAROLINA ART ASSOCIATION OF CHARLESTON, SOUTH CAROLINA, ON THE REAL PROPERTY LOCATED AT 135 MEETING STREET (THE GIBBES MUSEUM) SO AS TO ACCOMMODATE THE ASSOCIATION'S IMPROVEMENT AND RENOVATION OF THE GIBBES MUSEUM.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Findings.

The will of James S. Gibbes, probated May 1, 1898, left funds in trust to the office of Mayor of the City of Charleston and other individual trustees for the purchase of property and the construction of a building to be used for the arts. By order dated December 23, 1904, in an action commenced in the Court of Common Pleas by R. G. Rhett, then Mayor of the City, title to 135 Meeting Street (the "Gibbes Building") was vested in the City and the Carolina Art Association of South Carolina, a corporation created on December 21, 1858 by act of the South Carolina General Assembly (the "CAA").

The current purpose of the CAA is to cultivate the arts and art education, through operation of the Gibbes Museum of Art (the "Gibbes Museum") and other activities. As a 501(c) (3) non-profit corporation, the CAA is governed by a Board of Trustees which is charged with, among other things, the stewardship of the valuable collection of art reflecting the visual heritage of the City and the American South that it owns and which is displayed in the Gibbes Building.

The City is committed to the arts and art education and has a longstanding tradition of supporting their cultivation and expansion. The presence of arts in the community not only enhances the quality of life for citizens, but also serves as an economic stimulus by providing events and programs that make Charleston a desirable place for businesses to invest and for people to visit.

The City and the CAA have successfully partnered for over 100 years in maintaining the Gibbes Building and promoting the programs offered by the Gibbes Museum. City Council deems it in the public interest that this partnership continue.

A 2001 Conservation Assessment by the American Association of Museums identified certain structural improvements needed at the Gibbes Building in order for the Gibbes Museum to maintain its accreditation. The City and the CAA retained a consultant to evaluate the Gibbes Building, and in response to that evaluation, the CAA, to maintain accreditation and to improve the functionality of the Gibbes Museum, embarked on a fundraising campaign and explored financing opportunities in the private market. The CAA is now poised to implement the consultant's recommendations and to undertake construction at the Gibbes Building, a project that will increase the value of the Gibes Building and improve its function as a museum. For the program to succeed, the Gibbes Building must be pledged as collateral to secure the CAA loan. An accommodation by the City, as co-owner of the Gibbes Building, to a mortgage lien on the Gibbes Building property will not obligate the City to repay any indebtedness secured by the lien, and CAA has not sought any such assurance beyond the City serving as an accommodation party to allow for the mortgage. City Council deems it to be in the interest of the public that the Gibbes Museum maintain its respected and accredited status and that accommodating a mortgage on the Gibbes Building property is reasonable to facilitate those results and is in furtherance of the general welfare.

Section 2. The Mayor is hereby authorized to execute on behalf of the City the necessary documents for the City to become an accommodation party to a mortgage to be placed on 135 Meeting Street, the site of the Gibbes Museum of Art, by the Carolina Art Association of South Carolina. Nothing herein shall be deemed to obligate the City to repay or assume any debt secured by any lien of 135 Meeting Street.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord, 2014, and in the ____th Year of the Independence of the United States of America

Joseph P. Riley, Jr., Mayor

ATTEST:

Clerk of Council



clj
Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1714 SAVAGE ROAD (0.10 ACRE) (TMS# 351-07-00-093), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1714 Savage Road, (0.10 acre) is identified by the Charleston County Assessors Office as TMS# 351-07-00-093 shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1714 Savage Road

Presented to Council: 8/19/2014

Status: Received Signed Petition

Owner Names: Patricia Bennett

Year Built: 1955

Parcel ID: 3510700093

Number of Units: 1

Number of Persons: 2

Race: African-American

Acreage: 0.10

Mailing Address: 1714 Savage Road

Current Land Use: Residential

Address: Charleston, SC 29407

Current Zoning: R-4

Requested Zoning: DR-2F

City Area: West Ashley

Recommended Zoning: DR-2F

Subdivision:

Appraised Value: \$43,900.00

Council District: 7

Assessed Value: \$1,760.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.10 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 351-07-00-093 (1714 Savage Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 2nd day of
July, 2014

FREEHOLDERS (OWNERS) SIGNED

Patricia Bennett
(Signature)

Patricia Bennett
(Print Name)

DATE OF SIGNATURE

7/8/14
(Date)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

Parcel Address:

1714 Savage Road

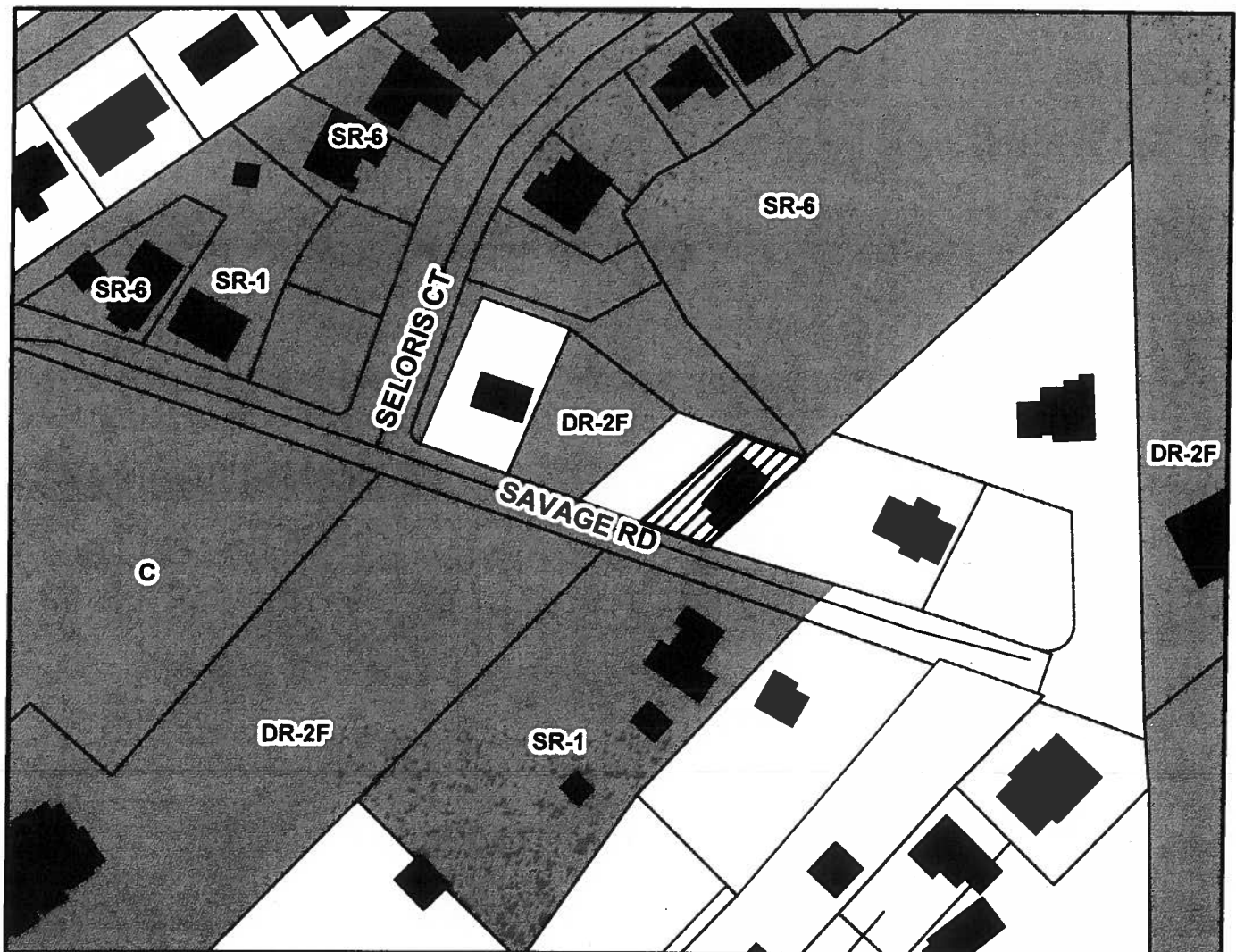
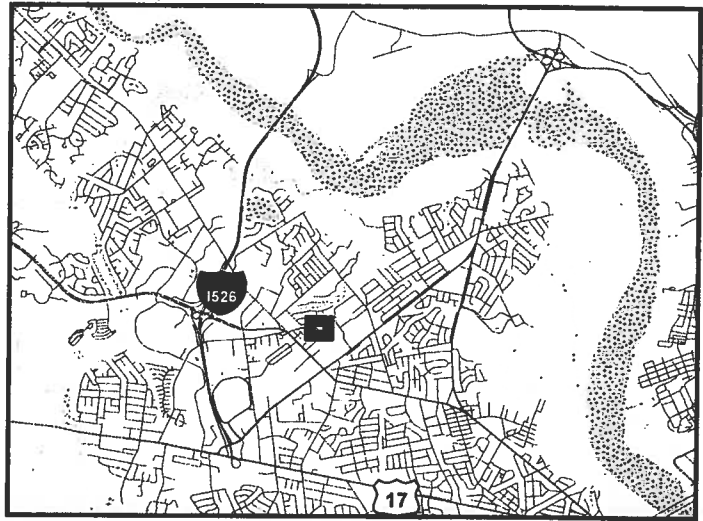
TMS #:

3510700093

Acreage: 0.10

City Council District: 7

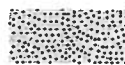
West Ashley



Subject Property



Corporate Limits
City of Charleston



Water



c(ii).



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1 TOVEY ROAD (0.15 ACRE) (TMS# 418-10-00-010), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 9 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1 Tovey Road, (0.15 acre) is identified by the Charleston County Assessors Office as TMS# 418-10-00-010 shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1 Tovey Road

Presented to Council: 8/19/2014

Status: Received Signed Petition

Owner Names: Daniel Delany

Year Built: 1950

Parcel ID: 4181000010

Number of Units: 1

Number of Persons: 1

Race: Caucasian

Acreage: 0.15

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning:

Recommended Zoning:

Appraised Value: \$175,900.00

Assessed Value: \$10,550.00

Stormwater Fees: 72.00

Mailing Address: 1 Tovey Road

Address: Charleston, SC 29407

City Area: West Ashley

Subdivision:

Council District: 9

Within UGB: Yes

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

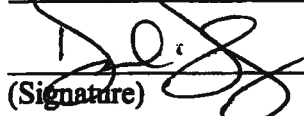
SAID PROPERTY, located in West Ashley (approximately .15 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# AN - 4181000010
(Address: 1 Tovey Rd Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 30 day of
June, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

30 Jun 2014
(Date)

Daniel Delany
(Print Name)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

Parcel Address:

1 Tovey Road

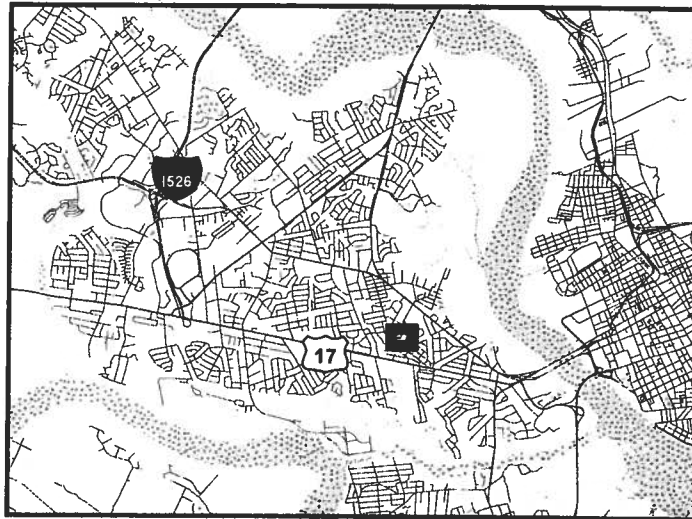
TMS #:

4181000010

Acreage: 0.15

City Council District: 9

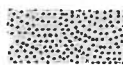
West Ashley



Subject Property



Corporate Limits
City of Charleston



Water



C(iii)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 528 SAVANNAH HIGHWAY (UNITS A-C) AND 530 SAVANNAH HIGHWAY (UNITS A-D) (0.48 ACRE) (TMS# 421-03-00-165 AND 421-03-00-166), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 528 Savannah Highway (Units A-C) AND 530 Savannah Highway (Units A-D), (0.48 acre) is identified by the Charleston County Assessors Office as TMS# 421-03-00-165 and 421-03-00-166 shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 530 Savannah Highway (Units A-D) &
528 Savannah Highway (Units A-C)

Presented to Council: 8/19/2014

Status: Received Signed Petition

Owner Names: Daniel Ravenel and Linda Ravenel

Year Built: 1942, 1953, 1945, 1953

Parcel ID: 4210300166

Number of Units: 7

421-03-00-165

Number of Persons: 12

Race: Caucasian

Acreage: 0.48

Mailing 33 Broad Street

Current Land Use: Residential

Address: Charleston, SC 29401

Current Zoning: R-4

Requested Zoning: SR-1/SH

City Area: West Ashley

Recommended Zoning: SR-1/SH

Subdivision:

Appraised Value: \$451,700.00

Council District: 11

Assessed Value: \$27,110.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.24 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 421-03-00-165 (528 Savannah Highway Units Units A-C).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 5th day of
March, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Daniel Ravenel
(Signature)

6/5/14
(Date)

DANIEL RAVENEL
(Print Name)

Linda Ravenel
(Signature)

6/5/14
(Date)

LINDA RAVENEL
(Print Name)

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.24 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 421-03-00-166 (530 Savannah Highway Units A-D).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 5th day of
March, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Daniel Ravenel
(Signature)

6/5/14
(Date)

DANIEL RAVENEL
(Print Name)

Linda Ravenel
(Signature)

6/5/14
(Date)

Linda Ravenel
(Print Name)

City of Charleston Annexation Map

Parcel Address:

528 Savannah Hwy, Units A - C & 530
Savannah Hwy, Units A-D

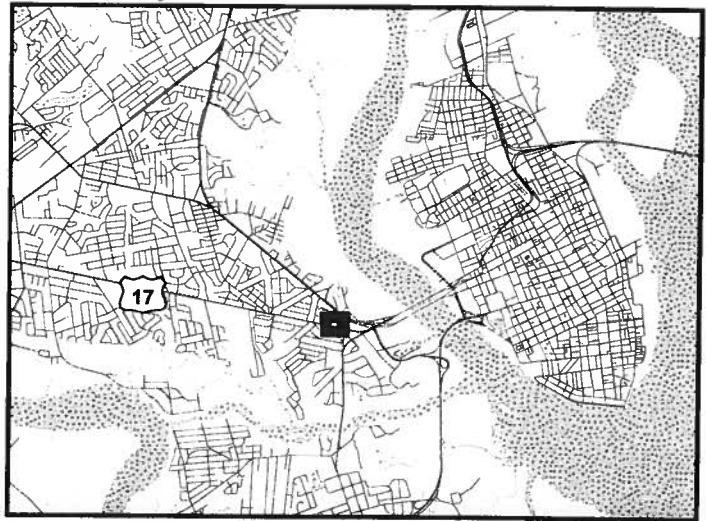
TMS #:

4210300165 & 4210300166

Acreage: 0.48

City Council District: 11

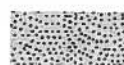
West Ashley



Subject Property



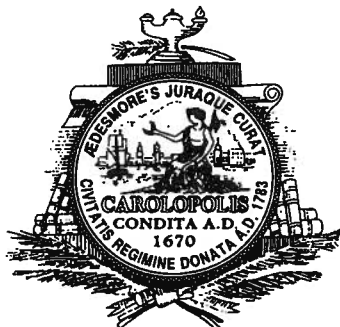
Corporate Limits
City of Charleston



Water



C(IV)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS PROPERTY ON SC HIGHWAY 41 AKA 546 RIVERBEND TRAIL (70.37 ACRE) (TMS# 263-00-04-001), CAINHOY, BERKELEY COUNTY, TO THE CITY OF CHARLESTON SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 1.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Berkeley County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 1 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, property on SC Highway 41 aka 546 Riverbend Trail, (70.37 acre) is identified by the Berkeley County Assessors Office as TMS# 263-00-04-001 shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: property on SC Highway 41 aka 546
Riverbend Trail

Presented to Council: 8/19/2014

Status: Received Signed Petition

Owner Names: Past Time Amusement Company

Year Built:

Number of Units: 0

Number of Persons: 0

Race: NA

Acreage: 70.37

Current Land Use: Vacant

Current Zoning: R-2

Requested Zoning: PUD

Recommended Zoning: PUD

Appraised Value: \$442,300.00

Assessed Value: \$26,240.00

Stormwater Fees: To Be Calculated

Parcel ID: 2630004001

Mailing Address: 211 King Street Suite 300

Charleston, SC 29401

City Area: Cainhoy

Subdivision: NA

Council District: 1

Within UGB: Yes

Police	Located in existng service area - Team 5
Fire	Located in existing service area - Station 20
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	Good Condition
Pavement Markings	Good Condition
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
BERKELEY COUNTY)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainho (approximately 70.37 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Number: TMS# 2630004001 (SC Highway 41 aka 546 Riverbend Tr).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 8th day of
October, 2013

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

The Pastime Amusement Company
By: Leonard D. Wap
(Signature)

Oct. 8, 2013
(Date)

Vice President
(Print Name)

MARY
(Signature) MANAGER

10/10/13
(Date)

MARY SUAN PROPERTIES, LLC
(Print Name)

MARY
(Signature) MANAGER

10/10/13
(Date)

JOYCE CAROLYN PROPERTIES, LLC
(Print Name)

City of Charleston Annexation Map

Parcel Address:
SC Highway 41
(aka 546 Riverbend Trail)

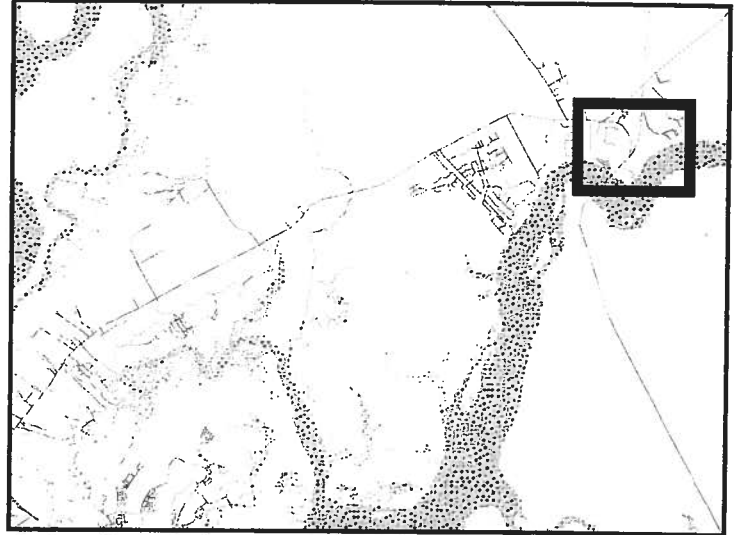
TMS #:

2630004001

Acreage: 70.37

City Council District: 1

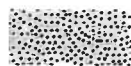
Cainhoy



Subject Property



Corporate Limits
City of Charleston



Water

